Grandview Country Manor, Inc. *and* **Connie M. Chura.** Case 6-CA-15293

26 August 1983

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On 2 November 1982 Administrative Law Judge Walter H. Maloney, Jr., issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings,[1] and conclusions[2] of the Administrative Law Judge[3] and to adopt his recommended Order, as modified herein.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Grandview Country Manor, Inc., Glen Campbell, Pennsylvania, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 2(b):

"(b) Expunge from its personnel files any reference to the denial of employment to Connie M. Chura between 3 November 1981 and 9 April 1982, and notify her, in writing, that this has been done."

2. Substitute the attached notice for that of the Administrative Law Judge.

[1] The General Counsel excepts to the Administrative Law Judge's finding that employee Chura was reinstated on 1 April 1982, rather than on 9 April 1982. We find merit in the General Counsel's exceptions and hereby modify the recommended Order to conform to this finding.

[2] In adopting the Administrative Law Judge's finding that employee Chura engaged in protected concerted activities for which she was unlawfully denied employment, we rely specifically on his factual finding that Chura had acted in her capacity as shop steward, and had pressed grievances, contacted state agencies, and assisted employees in the filing and investigation of unfair practice charges with the Board, at the request of or prompted by other employees.

[3] Member Hunter also agrees with the Administrative Law Judge's finding that employee Chura was engaged in protected concerted activity in view of the Administrative Law Judge's further finding that her activities were undertaken at the request of or prompted by other concerned employees. In so doing, Member Hunter finds it unnecessary to rely on *Allelulia Cushion Co.*, 221 NLRB 999 (1975), and the related cases relied on by the Administrative Law Judge. He also notes that no exceptions were filed to this finding.

APPENDIX

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT restrain or coerce employees because they have given testimony or have offered to give testimony in a National Labor Relations Board proceeding.

WE WILL NOT deny employment to employees because they have filed complaints with agencies of the Commonwealth of Pennsylvania or any other public agency concerning wages, hours, and working conditions.

WE WILL NOT discourage membership in or activities on behalf of the American Federation of State, County, and Municipal Employees, AFL-CIO, or any other labor organization, by denying employment to anyone or otherwise discriminating against them in their hire or tenure.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by the National Labor Relations Act.

WE WILL make whole Connie M. Chura for any loss of pay or benefits which she may have suffered because of the discrimination practiced against her, with interest.

WE WILL expunge from our personnel files any reference to the denial of employment to Connie M. Chura between 3 November 1981 and 9 April 1982, and notify her in writing that this has been done.

GRANDVIEW COUNTRY MANOR, INC.

DECISION

FINDINGS OF FACT

A. *Statement of the Case*

WALTER H. MALONEY, JR., Administrative Law Judge: This case came on for hearing before me at Ebensburg, Pennsylvania, upon an amended unfair labor practice complaint,[1] issued by the Regional Director for

[1] The principal docket entries in this case are as follows:

Charge filed herein against Respondent by Connie M. Chura, an individual, on February 10, 1982; amended charge filed by Connie M. Chura

Continued

Region 6, which alleges that Respondent Grandview Country Manor, Inc.,[2] violated Section 8(a)(1), (3), and (4) of the Act. More particularly, the amended complaint alleges that Respondent failed to assign work to Chura because she filed complaints with Pennsylvania State agencies relating to the use at the Home of polluted water and the repeated presence at the Home during working hours of the Administrator's small children. The amended complaint also alleges that Respondent refused to permit Chura to work because she was an active union steward and because she gave testimony or offered to give testimony under the Act. Respondent states that it refused to permit Chura to return to work after a brief illness because she requested a leave of absence due to pregnancy and because she failed to present an acceptable medical excuse which would preclude Respondent from bearing any liability for a job-related miscarriage. Upon these contentions the issues herein were joined.

B. *The Unfair Labor Practices Alleged*

Respondent is a small, closely held corporation which operates a 31-bed nursing home in Glen Campbell, Pennsylvania. The principals in the corporation are Patricia Lucas, the administrator of the Home, and her two brothers. The Home was opened in 1977. In 1980, AFSCME conducted an organizing drive among certain of Respondent's employees and filed a representation petition seeking an election in a unit including all full-time and regular part-time service and maintenance employees, with the usual exclusions (Case 6-RC-8785). The size of this unit has ranged from 10 to 16 employees. On July 6, 1980, AFSCME won the representation election and was certified as the bargaining representative of these employees. On September 18, 1980, Respondent entered into a 1-year agreement with AFSCME which expired on September 1, 1981. A renewal of this agreement was under negotiation when a decertification petition was filed (Case 6-RD-768). At an election held on December 11, 1981, AFSCME was decertified and the employees in the unit are currently unrepresented.

Charging Party Connie M. Chura was employed as a nurses aide. She had two tours of duty with the Respondent prior to the events here in issue. She worked from March through September 1978, and was rehired again on May 10, 1979. She cooked and cared for patients, spending the bulk of her time in kitchen duty. Both before and during the incumbency of the Union, Chura was its leading adherent. The Union's first organizational meeting in 1980 was held at her home. After the Union won, she acted as shop steward and president. She was the employee representative in negotiating the first contract and in the efforts which went into bargaining for its renewal. She voiced several verbal grievances on behalf of unit employees and served as union observer at the decertification election on December 11, even though she was then in layoff status.

In the fall of 1980, employees Todd Lucas and Cora Patterson sought Chura's assistance in filing an unfair labor practice charge against Respondent. She referred them to Bud Moore, the AFSCME representative. After the charge was filed, Chura gave an affidavit in support of the charge and was later subpoenaed to testify on behalf of the General Counsel. She appeared at the County Courthouse at Indiana, Pennsylvania, on August 6, 1981, in response to the subpoena but the record is silent as to whether she actually took the stand.

Among the grievances pressed by Chura involved the asserted failure of Respondent to post monthly work schedules 2 weeks before their effective dates and the habit of Lucas of bringing her two small children to the Home while she was working. On June 25, 1981, she gave a written note to Josephine Koleser, whom Chura described in her testimony without contradiction as a supervisor. The note read as follows:

> A few complaints have been brought to my attention as union stewart [sic]. Its my duty to see if we can settle these problems before I consult Mr. Moore. Article VI, Section 3, *Monthly* work schedules shall be posted two (2) weeks before the effective date. If there is a reasonable explanation for the schedules not being posted on time we would appreciate knowing why.
>
> There have been numerous complaints about Patty bringing her children to work when she is working the floor. We strongly feel that this is unfair to the patients as well as employees for it interrupts our normal work routines.
>
> Prompt attention to these matters would be appreciated by those concerned.

On June 29, Lucas, in a letter to Chura, replied to this letter in writing:

> Answer to item number 1: The schedule was posted on Friday, June 26, 1981. This was in proper time.
>
> Answer to item number 2: There is nothing in the contract that prohibits the owner's children from being on the premises when the owner is there.

An ongoing complaint frequently voiced by Chura to Respondent related to the water supply. The Home obtains its water from a well which has been polluted by the runoff from an abandoned coal mine located nearby. According to Chura, the pollution causes the water to smell bad. Milk poured into coffee made from this water causes the coffee to turn green. Patients' clothes and nursing home linens which have been washed in the

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against Respondent on April 2, 1982; complaint and notice of hearing issued against Respondent by the Regional Director for Region 6, on April 1, 1982; amendment to complaint issued on April 7, 1982; Respondent's answer filed on April 12, 1982; hearing held in Ebensburg, Pennsylvania, on September 24, 1982; briefs filed with me by the General Counsel and the Respondent on or before October 25, 1982.

[2] Respondent admits, and I find, that it is a Pennsylvania corporation, which maintains its office and place of business at Glen Campbell, Pennsylvania, where it operates a nursing home (the Home). During a 12-month period ending January 31, 1982, Respondent, in the course and conduct of its business, derived gross revenues in excess of $100,000 and purchased directly from points and places located outside the Commonwealth of Pennsylvania goods and merchandise valued in excess of $1,500. Accordingly, Respondent is engaged in commerce within the meaning of Sec. 2(2), (6), and (7) of the Act. The American Federation of State, County, and Municipal Employees, AFL-CIO (herein sometimes called the Union or AFSCME), is a labor organization within the meaning of Sec. 2(5) of the Act.

water become discolored and Chura's hands have often turned black from washing dishes with well water. To alleviate the situation, Respondent sometimes purchases a 5-gallon jug of water for use in cooking and drinking but Chura felt this measure was wholly inadequate to remedy the problem.

On August 6, 1981, Chura wrote a letter to the Commonwealth Department of Welfare concerning the presence of the owner's children on the premises as well as its use of polluted water. Information contained in the letter was referred to the Department of Environmental Resources of the Commonwealth of Pennsylvania. This letter prompted a visit by an investigator from the Welfare Deparment. However, it does not appear that the complaint brought about any resolution by either agency of the problems. This result was not satisfactory to Chura. She learned in the process of the investigation that Lucas had also complained to the Environmental Resources Department about the polluting effect of the adjacent coal mine. However, Respondent's complaint was directed to the coal mine owners while Chura's complaint was directed to the operation of the Home in light of the pollution problem.

On October 30, Chura was required to miss 3 days of work because of mild dehydration connected with an early pregnancy. There is some suggestion that she may also have had the flu, although the record is confused in this respect. Anticipating that she would miss work, Chura called Lucas, told Lucas of her condition, and read to Lucas a handwritten doctor's excuse dated October 30, 1981, which was signed by Robert H. Adams, her attending physician. The note stated:

> To Whom this may concern:
>
> This is to inform you that Connie Chura has been under my care for pregnancy.
>
> Kindly excuse her from work today, Friday, till Sunday, due to mild dehydration. She can go back to work on Monday after a few days' rest. Should you have any further question regarding this matter, please call me at my office.

Chura returned to work on Monday evening, November 3, on the 11 to 7 shift. Lucas had told Chura to report to work at this time and to bring with her the doctor's excuse. When Chura arrived at the Home, Lucas read the slip and said that it was unacceptable. She said that the excuse would have to state that Chura could continue to work in her normal job routine. Chura stated that, since she had already arrived, she would like to stay. Lucas replied that she did not want Chura to do any work if she did stay. Chura stated that she did not think it would be fair for her to stay and then shift all the work on to other employees, whereupon Lucas stated that she would work the shift in place of Chura.

They then began to discuss informally Chura's condition and her immediate future. Chura informed Lucas that the baby was due to arrive in June. I credit Chura that, in the course of the conversation, Lucas brought up the question of taking a leave of absence, asking Chura if she had considered this possibility. Chura posed the question of whether she would be guaranteed a job after her baby was born if she decided on this course. Lucas thought there was no reason why this could not occur, citing the case of employee Mary Ann Brink who had taken a leave of absence because of an injury and had returned to work when she recovered. Chura asked if she would be covered by health and hospital insurance if she took a leave. Lucas did not know the answer to this question. Chura said that she would go home and, if she decided to take a leave of absence, she would submit a written request.

On November 4, Chura phoned Lucas and told her that she had spoken with Dr. Adams, that Dr. Adams was a physician and understood what her duties were as a nurses aide. He informed her to use the slip he had already given her to go back to work. Lucas told Chura that she would not accept the excuse because it was not adequate since it failed to state that the doctor would guarantee that nothing would go wrong as a result of the pregnancy. Chura replied that no doctor could give such a guarantee. At this point, a sharp conflict arises in the testimony of the two women. I credit Chura's statement that she told Lucas that she wanted to go back to work and that she felt she could do the work.[3]

On November 5, contract negotiations took place in the office of Vasil Fisanick, the Respondent's attorney. Both Lucas and Chura were among those in attendance. Fisanick attempted to convince Chura that it would be in her interest to take a medical leave of absence but added that the decision whether or not to return to work would be hers. Lucas observed that Dr. Adams had not given the Home any guarantees that nothing would go wrong during pregancy if Chura did come back to work. Chura replied that she wanted to work and would again speak to the doctor and make sure that he fully understood the requirements of her job. She stated that she would ask him for an acceptable release so she could get back to work. On the following day, she went to the doctor and spoke to his receptionist.[4] Mrs. Adams told her she could not understand why she was having so many problems and why the excuse that had been written was unacceptable. She suggested to Chura that Lucas call the office. Lucas apparently did so but the call did not change the employment situation of Chura in any respect.

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[3] Lucas testified that, at this point in the conversation, Chura asked for, and indeed insisted upon, a leave of absence for maternity reasons. Not only does this statement conflict with Chura's verbal testimony. It is also wholly inconsistent with her entire course of conduct in obtaining and presenting to Lucas a total of three doctor's excuses or certifications in a period of 6 months, all for the purpose of obtaining reinstatement to her job. On this point, Respondent's theory of the case conflicts with the necessary implications of its own evidence. Respondent contends that Chura was not working between November 3 and April 1 because she had asked for and received a medical leave. However, it also contends that it rejected her repeatedly proffered doctor's excuses because they were technically or semantically deficient in some particular. The purpose of all of these medical statements, most of which were obtained before any determination was made on Chura's unemployment compensation claim, was to enable her to go back to work, not to permit her to take off time from work. Had Chura actually wanted a leave of absence, obtaining certificates stating that she was capable of working would have been pointless.

[4] Dr. Adams' receptionist is his wife and, according to Lucas, is also a physician.

On November 8, 1981, Chura filed for unemployment compensation. Her claim was resisted by Respondent on the basis that she had applied for and had received a medical leave of absence. In the course of the processing of the claim, Dr. Adams furnished the Pennsylvania Office of Employment Security a certification, dated December 9, 1981, in which he indicated, by checking squares on a form, that her disability would not have prevented Chura from working more than 3 days, that she was able to accept gainful employment as of November 8, and that she was not told to quit her job for health reasons. He then wrote on the form that her expected date of delivery was June 18, 1982, and that she could work until 2 weeks prior to delivery. On December 18, at Chura's request, Dr. Adams signed another medical certification on his own letterhead. This certificate stated, "this is to verify that Connie Chura may continue to work in her normal routine and it will not endanger her pregnancy." It was mailed to Lucas on December 21, but it had no affect on her decision concerning Chura's return to work.

An initial or predetermination hearing on the claim for unemployment compensation was held on or about December 30 at Johnstown, Pennsylvania. At this time, Chura spoke with Lucas and asked for her job back but to no avail. On January 5, 1982, her claim was disallowed, so Chura appealed the decision. A hearing by a referee of the Pennsylvania Unemployment Compensation Board of Review was held in Ebensburg on January 22, 1982. During the course of this hearing, Chura stated that the doctor had told her that there was no reason why she could not be working. She testified that, in a telephone conversation with Lucas, she told Lucas that it would be better for her to be working than to be sitting at home. During the hearing, Lucas stated under oath for the record, ". . . I told you, Connie, if you wouldn't have caused the problems that you caused at the Home and had been a normal employee, I would have trusted everything . . . I can't take a chance that you are going to lose that baby and sue me. The Home couldn't stand it. The Home already can't stand the trouble you've caused, and I'm not going to take the chance again." In what appears to be a transcribed colloquy before the Unemployment Compensation referee, Chura replied, "that was union stuff, Patty, and I was a union steward, and people came to me with complaints. What was I supposed to do? I could have been fined for not doing my job, if I wouldn't have done it."

In her testimony in this case, Lucas explained that what she meant in her former testimony by "trouble" was the inconvenience caused by Chura in not showing up for work, and thereby necessistating shift changes, her phony excuses for not showing up for work, and her complaints about lack of overtime while refusing whatever overtime was offered to her. She also referred to Chura's refusal to take care of certain patients, thereby leaving the dirty work to other employees. Lucas denied in her testimony that the filing of grievances or complaints to state agencies by Chura was the "trouble" she was referring to in her earlier testimony. However, in a pretrial affidavit given to the Regional Office, Lucas made reference to her testimony in the Unemployment Compensation case and "all the trouble [Chura] caused." She went on to state in her affidavit that, "By this I meant all of the charges that were filed against the Home via the grievance procedure of the contract, and through NLRB charges and with the Federal Mediation, Mr. Newell." In a decision, dated January 26, the referee denied certain claimed benefits and allowed others.

As noted, supra, the charge herein was filed on February 10 and the complaint was issued on April 1, 1982. On March 29, 1982, Lucas wrote a letter to Chura, sending a copy thereof to the counsel for the General Counsel in this case. The letter stated:

> To be certain there is no misunderstanding, you may return to your employment upon submission of a doctor's medical certificate that you can perform your job in accordance with your description. You were informed of the medical certificate requirement on several occasions and since you are in the late stages of pregnancy, it is imperative that you provide me with such a certificate.
>
> If you do not comply with the above request, I will consider you to be on maternity leave of absence as per your prior request.

Chura provided the Respondent with a medical certificate on March 31 and returned to work the following day. The certificate was signed by Dr. Adams and was written on an office form which was partially printed and partially typed or handwritten. It stated:

> Disability Certificate
>
> To Whom it May Concern
>
> This is to certify that
>
> *Connie Chura*
>
> has been under my professional care and was totally incapacitated
> from *11/18/81* to present
> Remarks: *Connie Chura can go back to work. She can perform her job according to her job description. Barring no complication* [sic], *she can continue working till June 9, 1982.* [Typed or handwritten portions are italicized.]

Miss Chura continued to work for about a month, at which time she was discharged for reasons having no bearing on this case.

C. *Analysis and Conclusions*

It is well settled that the filing of a complaint with a Federal or state agency concerning wages, hours, or working conditions constitutes concerted protected activity within the meaning of Section 7 of the National Labor Relations Act. *B & M Excavating*, 155 NLRB 1152 (1965), enfd. 368 F.2d 624 (9th Cir. 1966) (overtime complaint to the state labor commissioner); *Alleluia Cushion Co.*, 221 NLRB 999 (1975) (OSHA complaint); *Synadyne Corp.*, 228 NLRB 664 (1977) (Wage-Hour complaint); *Apollo Tire Co.*, 236 NLRB 1627 (1977) (overtime complaint to Wage-Hour); *University Heights Hospital*,

239 NLRB 290 (1978) (back wage complaint to State Department of Industrial Relations); *Cimpi Transportation Co.*, 256 NLRB 1064 (1981) (Wage-Hour complaint); *Michigan Metal Processing Corp.*, 262 NLRB 275 (1982) (OSHA complaint). In the instant case, Chura made complaints to the Pennsylvania Department of Welfare and, through them, to the Pennsylvania Department of Environmental Resources. The complaints were not limited to the possible effect of asserted deficient treatment of patients. There is uncontradicted testimony that the letter was prompted by complaints from other employees which had been registered with Chura because she was shop steward, and that these complaints related to conditions of employment at the Home. The use of polluted water for cooking and washing has, or certainly could have, a detrimental effect on employees as well as patients. The presence of small children at the Home, engaging in such antics as dismantling a wheelchair or climbing up the outside of the building and frightening patients by entering rooms through a window, obviously adds to the patient care burdens of nurses and nurses aides and also constitutes a potential safety hazard. Hence, the complaints brought by Chura to the attention of Pennsylvania State authorities were of the nature which constitute concerted protected activity. The fact that these complaints may not have had merit in the eyes of the public agency to which they were addressed is immaterial to the question of whether the bringing of such complaints is statutorily protected. *Interboro Contractors*, 157 NLRB 1295 (1966). When, as here, the complaints were filed by a shop steward who was acting in that capacity, the filing of such complaints is also union activity.

Lucas was well aware of the fact that Chura had registered complaints concerning the operation of the Home with the state authorities. She was also aware that Chura had filed a grievance under the contractual grievance machinery (Lucas estimated that possibly 10 grievances were filed), that Chura was the shop representative on the union negotiating committee, and that Chura was the principal if not the only union officer in the Home. She was also aware that Chura had assisted employees in filing unfair labor practice charges and had shown up in Ebensburg in August to be a witness for the General Counsel. She insists that none of these factors had any bearing on Chura's absence from the payroll.

Respondent's defense to the claim that Chura was discriminatorily denied employment for a period of nearly 5 months is based on the somewhat inconsistent contention that Chura asked for a medical leave of absence and then failed to present a properly executed medical release form in order to be reinstated. As noted above, I have discredited testimony that Chura ever actually requested a leave of absence. The most she ever did was to discuss the pros and cons of this option with Lucas. Hence, the "leave of absence" was really an absence forced upon Chura at the insistence of Respondent.

The question then arises as to why Respondent chose this course of action. Respondent professed a reluctance to reinstate Chura, even after her repeated and acknowledged requests, because of its concern for her physical well being during her pregnancy and, incidentally, out of concern for its own liability in case she lost her baby as a result of performing her job duties. As a result of this professed concern, Respondent denied her employment in November when she was 1 month pregnant but rehired her in April when she was 7 months pregnant. On the face of it, these facts carry with them their own contradiction. Respondent attempted to explain this contradiction by placing the onus back on Chura, citing her failure to submit, as requested, a properly worded medical release to protect Respondent from possible liability in the event of a miscarriage. Its explanation is without merit.

Dr. Adams' October 30 statement was that Chura could go back to work on Monday (November 3) after a few days rest. His December 9 statement to the Department of Employment Security was that she could work until 2 weeks before delivery and that her disability did not prevent her from working for more than 3 days. His December 18 statement was that she might continue to work in her normal routine and that it would not endanger her pregnancy for her to do so. His fourth statement was that she could go back to work and perform her job according to her job description. There is practically no semantic difference in the several statements made by Dr. Adams over a period of 5 months and there is no substantial difference. Chura was able to work on November 3 without endangering her pregnancy; Lucas knew this and she knew it because Dr. Adams said so in writing. Insisting upon a written medical excuse which contained certain magic words was simply a ploy to prevent Chura from working while avoiding any responsibility for the situation.

It is clear that timing had someting to do with Respondent's action. Shortly after denying Chura employment, Respondent canceled collective-bargaining negotiations with the Union because of the decertification election, an election which resulted in removing the Union as the bargaining agent of Respondent's employees. The presence at the Home of the Union's leading adherent and principal in-house promoter at this critical juncture would certainly have assisted the Union in retaining its status as bargaining agent; the absence of Chura during the preelection period would obviously have an adverse effect.

Any quibble that Lucas was not prompted by discriminatory motives can be resolved by her own sworn testimony at the January 22 hearing, as further explained by the sworn testimony in her pretrial affidavit. She told Chura that she would have permitted her to come back to work, except for the "trouble" she had caused. While her testimony at the hearing in this case reflected a better understanding of the law than did the statements in her pretrial affidavit, it did not reflect a more accurate portrayal of the facts, because Lucas had earlier admitted that the "trouble" in question was the filing of charges and grievances. Accordingly, I conclude that, by denying employment to Connie M. Chura because she had filed grievances, had filed complaints with state agencies, and had given testimony under the Act, Respondent thereby violated Section 8(a)(1), (3), and (4) of the Act.

CONCLUSIONS OF LAW

1. Respondent Grandview Country Manor, Inc., is now and at all times material herein has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The American Federation of State, County, and Municipal Employees, AFL-CIO, is a labor organization within the meaning of Section 2(5) of the Act.

3. By denying employment to Connie M. Chura because she filed contractual grievances on behalf of fellow employees, because she filed complaints concerning working conditions with the Pennsylvania Department of Welfare and the Pennsylvania Department of Environmental Resources, because she was an active and aggressive shop steward, and because she gave testimony under the Act, the Respondent thereby violated Sections 8(a)(1), (3), and (4) of the Act.

4. The aforesaid unfair labor practices have a close, intimate, and adverse effect on the free flow of commerce within the meaning of Section 2(6) of the Act.

REMEDY

Having found that Respondent herein has engaged in certain unfair labor practices, I will recommend that it be required to cease and desist therefrom and to take other affirmative action designed to effectuate the purposes and policies of the Act. As Chura returned to work and the General Counsel made no contention that she was not fully reinstated, I will not include a normal reinstatement remedy in my recommendation to the Board, but I will recommend that Respondent be required to make her whole for any loss of earnings which she may have suffered by reason of the discrimination practiced against her, in accordance with the *Woolworth* rule,[5] with interest thereon at the adjusted prime rate used by the Internal Revenue Service for computing interest due on tax payments. *Olympic Medical Corp.*, 250 NLRB 146 (1980); *Isis Plumbing Co.*, 138 NLRB 716 (1962). I will also recommend that Respondent be required to expunge from its personnel records any reference to the discriminatory layoff of Chura and that it be required to post the usual notice advising its employees of their rights and of the remedy in this case.

On these findings of fact and conclusions of law and the entire record, I make the following recommended

ORDER[6]

The Respondent, Grandview Country Manor, Inc., Glen Campbell, Pennsylvania, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Discouraging membership in or activities on behalf of the American Federation of State, County, and Municipal Employees, AFL-CIO, or any other labor organization, by denying employment to any employee.

(b) Denying employment to any person because said individual has filed a complaint concerning wages, hours, or working conditions with any agency of the Commonwealth of Pennsylvania or any other public agency.

(c) Interfering with, restraining, or coercing employees because they have filed charges or given testimony under the Act.

(d) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative actions designed to effectuate the purposes and policies of the Act.

(a) Make whole Connie M. Chura for any loss of pay which she may have suffered by reason of the discrimination found herein, in the manner described above in the section of this Decision entitled "Remedy."

(b) Expunge from its personnel files any reference to the denial of employment to Connie M. Chura between November 3, 1981, and April 1, 1982, and notify her in writing that this has been done.

(c) Preserve and, upon request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(d) Post at Respondent's Glen Campbell, Pennsylvania nursing home copies of the attached notice marked "Appendix."[7] Copies of said notice, on forms provided by the Regional Director for Region 6, after being signed by Respondent's authorized representative, shall be posted by Respondent immediately upon receipt and be maintained by it for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps Respondent has taken to comply.

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[5] *F. W. Woolworth Co.*, 90 NLRB 289 (1950).

[6] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[7] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."